

NOTES:
1. BUILDING SETBACKS ARE AS FOLLOWS:
A. 30' FRONT YARD SETBACK FROM THE
B. 5' SIDE YARD SETBACK FROM THE
C. 25' REAR YARD SETBACK FROM THE
D. 40' FRONT YARD SETBACK FROM COLLEGE ROAD
E. 10' UTILITY EASEMENT SETBACK FROM THE RIGHT OF WAY
F. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
G. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
H. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
I. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
J. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
K. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
L. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
M. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
N. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
O. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
P. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
Q. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
R. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
S. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
T. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
U. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
V. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
W. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
X. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
Y. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES
Z. 5' UTILITY EASEMENT SETBACK FROM THE LOT LINES

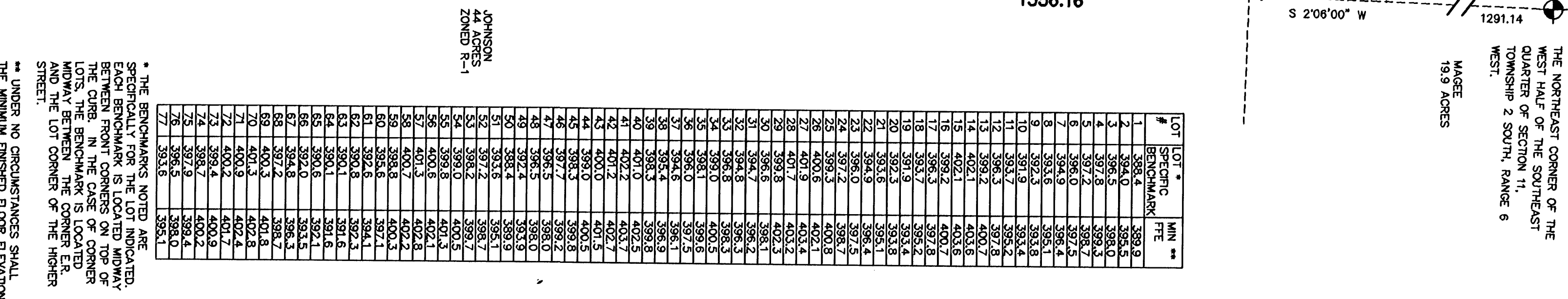
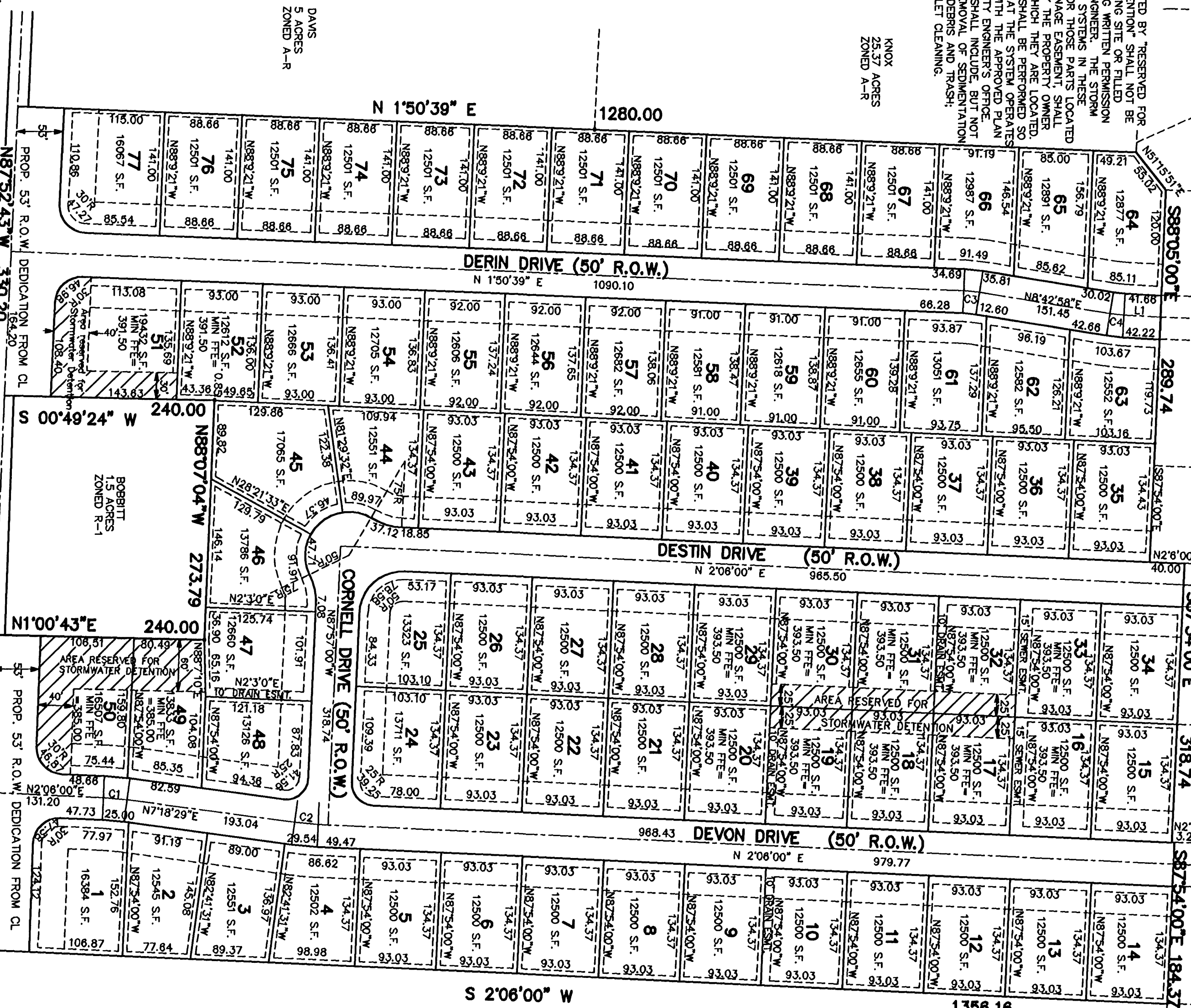
NOTE:
PORTIONS OF THIS SITE ARE LOCATED IN AN OLD GRAVEL PIT.
THE EXISTING TOPOGRAPHICAL INFORMATION SHOWN WAS PREPARED
AFTER RESTORATION AND RECLAMATION OF THIS SITE WAS BEGUN.
GRADES SHOWN ON THIS PLAN SHALL NOT IN ANY WAY BE USED TO
DETERMINE THE AMOUNT OF FILL OR CUT NOR COMPACTION NOR
DISTURBED AREAS ON THIS SITE. EACH INDIVIDUAL LOT OWNER OR
BUILDER SHALL TAKE ALL NECESSARY PRECAUTIONS NECESSARY TO
INSURE SUITABLE FOUNDATION DESIGN.

3. IRON PINS ARE SET ON ALL PROPERTY CORNERS. CHISEL MARKS
ARE MADE ON THE CURB AT THE EXTENDED PROPERTY LINES AND
ARE FOR REFERENCE ONLY.

FUTURE PHASES 2 & 3

COLLEGE PARK
SUBDIVISION

DEFINITION NOTE:
THE AREAS DESIGNATED BY "RESERVED FOR
STORMWATER DETENTION" SHALL NOT BE
USED AS A BUILDING SITE OR FILLED
WITHOUT OBTAINING WRITTEN PERMISSION
FROM THE DESOTO COUNTY BOARD OF
SUPERVISORS. THESE AREAS ARE TO REMAIN
AS PUBLIC DRAINAGE EASEMENTS. SHALL
BE MAINTAINED BY THE PROPERTY OWNER
AND SUCH MAINTENANCE SHALL BE PERFORMED SO
AS TO ENSURE THAT THE SYSTEM OPERATES
IN ACCORDANCE WITH THE APPROVED PLAN
AND THAT THE EASEMENTS ARE NOT
LIMITED TO REMOVAL OF SEDIMENTATION
MATERIALS, DEBRIS AND TRASH.



SURVEY NOTES:
1. DATE OF SURVEY: 06/06/2000.
2. NORTH REFERENCE DERIVED FROM WARRANTY DEED OF THE
BRAD SIDE PROPERTY AS RECORDED IN BOOK 0329, PAGE 0732
IN DESOTO COUNTY, MISSISSIPPI.
3. CLASS "B" SURVEY
4. REFERENCE MATERIALS USED:
WARRANTY DEED OF THE BRAD SIDE PROPERTY AS RECORDED
IN BOOK 0329, PAGE 0732 IN DESOTO COUNTY, MISSISSIPPI
EXHIBITS A AND B.

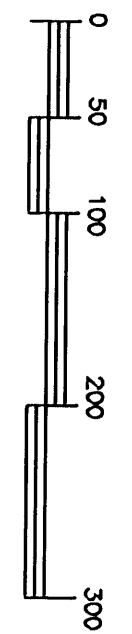
VICINITY MAP n.t.s.

CURVE	DATA	RADIUS	TANGENT LENGTH
1	57°22'	300.00	13.84
2	57°22'	300.00	13.84
3	57°22'	300.00	13.84
4	57°22'	300.00	13.84

Quiet Claim deed recorded
in county deed book
468 pg 81
the 10th day of
Sept. 2000. Chancy Clark
vs. 3 Cleveland &c

SHEET 1 OF 3
FINAL PLAT OF
COLLEGE PARK SUBDIVISION
SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST
OLIVE BRANCH, MISSISSIPPI
JULY 2000
TOTAL AREA: 28.13 ACRES
ZONING: R-1
TOTAL LOTS: 77, CLASS "C" SURVEY

BRAD SIDE CONSTRUCTION COMPANY, INC. THE BRAY-DAVIS FIRM, LLC.
4413 BETHEL ROAD
OLIVE BRANCH, MS
662-893-3222
DEVELOPER
6261 STAGE PLAZA EAST
BARTLETT, TN 38134
901-383-8668
ENGINEER



0 50 100 200 300

GRAPHIC SCALE IN FEET, 1"=100'

OWNERS CERTIFICATE

I, BRAD SIDLE CONSTRUCTION COMPANY, INC., OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE USE OF ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF OLIVE BRANCH, MISSISSIPPI FOR THE PUBLIC USE FOREVER. WE CERTIFY THAT WE ARE THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE.

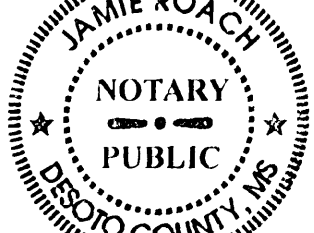
THIS THE 16 DAY OF July, 2002

BRAD SIDLE
BRAD SIDLE CONSTRUCTION COMPANY, INC. PRESIDENT

NOTARY'S CERTIFICATE

STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED, AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE 16 DAY OF July, 2002. WITHIN MY JURISDICTION, THE WITHIN NAMED BRAD SIDLE WHO ACKNOWLEDGED THAT HE IS PRESIDENT OF BRAD SIDLE CONSTRUCTION COMPANY, INC. A MISSISSIPPI CORPORATION, AND THAT FOR AND ON BEHALF OF SAID CORPORATION, AND AS ITS ACT AND DEED HE EXECUTED THE ABOVE AND FOREGOING WARRANTY DEED, FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR HEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY ADVISED BY SAID CORPORATION SO TO DO.



JAMIE ROACH
NOTARY PUBLIC
MY COMMISSION EXPIRES: MARCH 16, 2004

OLIVE BRANCH CITY'S CERTIFICATE

OLIVE BRANCH PLANNING COMMISSION

APPROVED BY THE OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, PLANNING COMMISSION ON THIS THE 11th DAY OF June, 2002.

CHAIRPERSON

OLIVE BRANCH MAYOR & BOARD OF ALDERMAN

APPROVED BY THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, ON THIS THE 12th DAY OF June, 2002.

MINUTE BOOK 52, PAGE 311

JUDY C. HENNING
MAYOR
Attest: JUDY C. HENNING

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 11:22 O'CLOCK A.M. ON THE 17th DAY OF July, 2002 AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK 79, PAGE 30

W. E. DAVIS, Chancery Clerk
CHANCERY COURT
By: E. T. Davis

CERTIFICATE OF ENGINEER

THIS IS TO CERTIFY THAT I HAVE DRAWN THE SUBDIVISION SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM THE INFORMATION FROM A GROUND SURVEY BY ME.

Edward J. Davis, P.E.
EDWARD T. DAVIS

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I HAVE SURVEYED THIS SUBDIVISION SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM INFORMATION FROM A GROUND SURVEY BY ME.

Edward J. Davis, P.L.S.
EDWARD T. DAVIS

PROTECTIVE COVENANTS AND SIMILAR DOCUMENTS ARE PRIVATE IN SCOPE AND NOT SUBJECT TO GOVERNMENTAL REVIEW OR ENFORCEMENT.

Protective Covenants:

These covenants, limitations, and restrictions are to run with the land, and shall be binding on all parties and all persons under them until January 1, 2030, at which time said covenants, limitations, and restrictions shall be automatically extended for successive ten (10) year periods unless by a vote of the majority of the then owners of the lots in this subdivision it is agreed to change said covenants in whole or in part. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, limitations or restrictions herein, it shall be lawful for any person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, limitation, or restriction and either to prevent him or them from doing so or to recover damages or dues for such court violations. Invalidity of any of these covenants, limitations, or restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling and a private garage for not more than three cars, and separate detached buildings incidental to such use. In the event two or more lots are combined to use as a single lot, under one ownership, no part of the combined lots may be sold or conveyed except to the original size of the lots before being combined. No single lot in the subdivision as recorded can be re-subdivided into two or more lots for the purpose of building another dwelling.

2. All dwellings and other structures on the lots must be in compliance with the requirements of the City of Olive Branch and its successors. All construction of out buildings must be approved by the Architectural Control Committee.

3. Easements for installation and maintenance of utilities, drainage facilities and sloping of banks along streets are reserved along the lot lines of each lot.

4. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No business of any kind shall be carried on upon any lot in any building or lot. All lots and houses are to be for residential use only.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other temporary buildings shall be used on any lot at any time as a residence, either temporary or permanent. No garage apartments will be allowed.

6. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sale period.

7. No lot shall be used or maintained as a dumping ground for rubbish. Trash garbage or other waste garbage shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. The total minimum heated floor area of a residence, exclusive of open porches, garages, or carports shall be 1500 square feet. The minimum heated lower floor area of a split-level or two-story residence shall be 1000 square feet. When a split-level or two-story residence is constructed on a lot, the total minimum heated square feet shall be 1750 square feet, exclusive of open porches, garages, and carports.

9. All gardens must be planted to the rear of any main residence with only landscape materials such as tress, shrubs, and plants allowed in front of the main residence.

10. Any type of permanent fencing erected on the lots must be approved by the developer of the subdivision or the Architectural Control Committee. No fences shall be erected on any portion of any lot between the front residence and the street and between the side of the residence and the street on the corner lots unless the same is a two or three rail split cedar fence.

11. No vehicle, including but not limited to, recreational vehicles, camping trailers, house trailers, produce trailers, boats or any accessory trailer can be parked or stored on any lot unless same is under the carport, in the garage, barn or other out building, or to the rear of the main residence. No tractor-trailer can be parked on any lot or on the street, and no trailer without a tractor can be parked on any lot or on the street.

12. No animals, livestock or poultry of any kind shall be kept, bred or raised on any lot for commercial purposes. If any pets are kept on the property, proper fencing and shelter must be provided.

13. No underground homes will be allowed. No shell or modular home will be permitted to be built in this subdivision, regardless of the price or square footage of the house. All houses must be of new construction and no house that is moved from another area will be permitted on a lot except by permission of the developer.

14. The owner of the subdivision or the Architectural Control Committee reserves the right to revise the plans of any structure that is built on any lot. The owner of the subdivision or the Architectural Control Committee must approve or disapprove, in writing within twenty (20) days of the plans submitted. If the lot owner whose plans are to be approved does not receive this written approval or disapproval within said twenty (20) days, the lot owner will deem the plans approved and proceed with construction.

15. The construction of any house in the subdivision shall be required to be completed within eighteen (18) months from the date that the construction began.

16. When the developer ceases to own a lot within the subdivision, he shall then name three (3) persons owning property within the subdivision as the Architectural Control Committee. A majority of such committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. A member of the committee shall immediately lose membership when he or she ceases to own property within the subdivision. Successor members shall be designated only from the then owners of the property of the within the subdivision.

17. The Olive Branch Planning Commission must approve any amendments to the restrictive covenants.

18. Each house must have at least 70% of the exterior covered with brick.

19. Each house must have an attached enclosed garage. Minimum two car capacity.

20. The areas denoted by "Reserved for Stormwater Detention" shall not be used as a building site or filled without obtaining written permission from the City Engineer. The storm water detention systems in these areas, except for those parts located in a public drainage easement, shall be maintained by the property owner of the lot on which they are located. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City Engineer's office. Such maintenance shall include but not be limited to: removal of sedimentation, fallen objects, debris and trash; mowing; and outlet cleaning.

SHEET 2 OF 3
FINAL PLAT OF
PHASE ONE,
COLLEGE PARK SUBDIVISION
SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST
OLIVE BRANCH, MISSISSIPPI

OCTOBER 2000
ZONING: R-1
TOTAL AREA: 28.13 ACRES
TOTAL LOTS: 77, CLASS "C" SURVEY

BRAD SIDLE CONSTRUCTION COMPANY, INC.
4413 BETHEL ROAD
OLIVE BRANCH, MS
662-893-3222
DEVELOPER

THE BRAY-DAVIS FIRM, LL
6261 STAGE PLAZA EAST
BARTLETT, TN 38134
901-383-8668
ENGINEER

32

MORTGAGEE'S CERTIFICATE

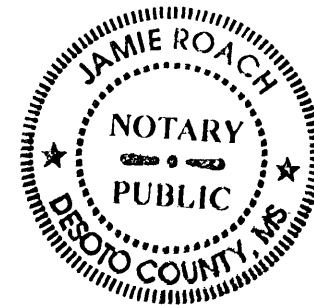
Barcorp South, MORTGAGEE OF THE PROPERTY SHOWN HEREON,
HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR
THE ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT
TO THE CITY OF OLIVE BRANCH, MS FOR PUBLIC USE FOREVER.
I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND
THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE 12 DAY
OF July, 2002.

Loan Officer
TITLE

Ryle W. Curran
SIGNATURE OF MORTGAGEE
Barcorp South

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID
COUNTY AND STATE, ON THE 12 DAY OF July, 2002;
WITHIN MY JURISDICTION, THE WITHIN NAMED Ryle W. Curran,
WHO ACKNOWLEDGED THAT HE/SHE IS Loan Officer, OF
Barcorp South, AND THAT FOR AND ON BEHALF OF THE SAID BANK,
AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT,
AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK SO TO DO.



Jamie Roach
NOTARY PUBLIC

MY COMMISSION EXPIRES:
MARCH 15, 2004

MY COMMISSION EXPIRES:

SHEET 3 OF 3
FINAL PLAT OF
PHASE ONE,
COLLEGE PARK SUBDIVISION
SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST
OLIVE BRANCH, MISSISSIPPI

OCTOBER 2000

ZONING: R-1
TOTAL AREA: 28.13 ACRES
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